

REMARKS

The various provisional rejections on the ground of nonstatutory obviousness-type double patenting over claims in copending Application No. 10/477,710 (copending application) in view of prior art, are respectfully traversed. The present application is assigned to Bridgestone Corporation (Bridgestone) and Kuraray Co., Ltd (Kuraray). The copending application, on the other hand, is assigned to Kuraray. However, Applicants submit that there was a Joint Research Agreement, within the terms of 35 U.S.C. § 103(c)(2), between Kuraray and Bridgestone in effect on or before the date the presently-claimed invention was made. In support thereof, **submitted herewith** is an English translation of relevant portions of a Memorandum agreement between Kuraray and Bridgestone dated November 1, 2001, the Memorandum agreement stated as to be carried out for three years commencing on January 1, 2001, and an English translation of relevant portions of a follow up Joint Patent Application Agreement dated January 15, 2004. (Omitted portions are deemed to contain confidential matters and are irrelevant for purposes of establishing the existence of a Joint Research Agreement.) In view thereof, Applicants request that the Examiner find that there was a Joint Research Agreement between Kuraray and Bridgestone in effect on or before the date the presently-claimed invention was made, and the presently-claimed invention was made as a result of activities undertaken within the scope of the Joint Research Agreement. In addition, an amendment has been made to the specification in compliance with 37 C.F.R. § 1.71(g). Thus, the copending application is disqualified under 35 U.S.C. § 103(c)(2). Therefore, a Terminal Disclaimer over the copending application is effective, pursuant to 37 C.F.R. § 1.321(d). **Submitted herewith** is a Terminal Disclaimer over the copending application. Accordingly, it is respectfully requested that the provisional obviousness-type double patenting rejections be withdrawn.

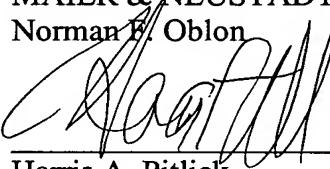
Application No. 10/692,950
Reply to Office Action of January 11, 2007

The rejection of Claim 15 under 35 U.S.C. § 112, second paragraph, is respectfully traversed. Indeed, the rejection is now moot in view of the above-discussed amendment. Accordingly, it is respectfully requested that the rejection be withdrawn.

All of the presently-pending and active claims in this application are now believed to be in immediate condition for allowance. The Examiner is respectfully requested to now examine the nonelected species, and in the absence of further grounds of rejection, pass this application to issue with all pending claims.

Respectfully submitted,

OBLON, SPIVAK, McCLELLAND,
MAIER & NEUSTADT, P.C.
Norman B. Oblon


Harris A. Pitlick
Registration No. 38,779

Customer Number
22850

Tel: (703) 413-3000
Fax: (703) 413 -2220
(OSMMN 03/06)

NFO:HAP\la

Memorandum

Bridgestone Corporation (hereinafter referred to as "X") and Kuraray Co., Ltd. (hereinafter referred to as "Y") hereby agree with respect to the joint investigation of improvements relating to a certain gas barrier material:

Article 1.

X and Y shall jointly investigate (hereinafter referred to as "the investigation") improvements of the gas barrier material relating to Y's development which comprises ethylene-vinyl alcohol copolymer resin or composition containing ethylene-vinyl alcohol copolymer resin (hereinafter referred to as "the barrier material") for the purpose of using them to innerliner of tires made by X.

Article 2.

(omitted)

Article 3.

1) The investigation shall be carried out for three (3) years commencing from January 1, 2001. Provided the period may be extended upon mutual discussion between X and Y.

2) (omitted)

Article 4.

(omitted)

Article 5.

(omitted)

Article 6.

(omitted)

Article 7.

(omitted)

Article 8.

(omitted)

Article 9.

(omitted)

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum in duplicate by placing their signatures and seals thereon, and each party shall keep one copy of the originals.

November 1, 2001

X. Yasushi Hirata

General Manager, Tire Material Development Department
Tire Material Development Division
Bridgestone Corporation
1-1, Ogawa-higashi-cho 3-chome, Kodaira-shi, Tokyo

Y. Junsuke Tanaka

Director, General Manager, EVAL Department
Resin Division
Kuraray Co., Ltd.
12-39, Umeda 1-chome, Kita-ku, Osaka-shi

Joint Patent Application Agreement

This Agreement is made and entered by and between Bridgestone Corporation (hereinafter referred to as "X") and Kuraray Co., Ltd. (hereinafter referred to as "Y") with respect to treatment of the patent application stipulated below (hereinafter referred to as "the patent application") which was filed based on Memorandum agreed upon between X and Y on November 1, 2001 relating to "investigation on improvements of the gas barrier material relating to Y's development which comprises ethylene-vinyl alcohol copolymer resin or composition containing ethylene-vinyl alcohol copolymer resin for the purpose of using them to innerliner of tires made by X" (hereinafter referred to as "the original Memorandum").

The parties hereto hereby agree as follows:

Patent Application No.: 2002-329149

Filing Date: November 13, 2002

Title of Invention: Innerliner for Pneumatic Tires and Pneumatic Tire

Article 1. (Omitted)

Article 2. (Omitted)

Article 3. (Omitted)

Article 4. (Omitted)

Article 5. (Omitted)

Article 6. (Omitted)

Article 7. (Related Application)

(1) In the event a converted or divisional application relating to the Patent Application is filed or other patent application is filed in Japan claiming priority based on a the Patent Application, each provision of this Agreement shall continuously apply to the converted or divisional application or the Japanese patent application claiming priority and the rights obtained by these applications.

(2) Each provision of this Agreement shall also apply to foreign patent applications claiming priority based on the Patent Application. (Omitted)

Article 8. (Omitted)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by placing their signatures and seals thereon, and each party shall keep one copy of the originals.

January 15, 2004

X Yasuhiro Takeda
General Manager, Intellectual Property Department
Bridgestone Corporation
10-1, Kyobashi 1-chome, Chuo-ku, Tokyo

Y Hisao Okata
General Manager, Resin Sales Department
Eval Company
Kuraray Co., Ltd.
1-6, Nihonbashi 3-chome, Chuo-ku, Tokyo